

**FTC 01-25
CONSTRUCT A MOCK PORT – OF – ENTRY
AT THE
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GA**

**SECTION G
CONTRACT ADMINISTRATION DATA**

**DEPARTMENT OF THE TREASURY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524**

SECTION G
CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

No.	Clause Title	Page No.
G.1	CONTRACTING OFFICER	1
G.2	PAYMENT OFFICE ADDRESS.....	1
G.3	DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE.....	1
G.4	METHOD OF PAYMENT.....	3
G.5	SCHEDULE OF PRICES	4
G.6	INVOICES	4
G.7	PAYMENT TO CONTRACTOR.....	5
G.8	DAILY REPORT TO INSPECTOR	5

G.1 Contracting Officer

The Contracting Officer (CO) for award of the contract is:

Gail P. Ashurst
Contracting Officer
Procurement Division
Building 93
Glynco, Georgia 31524

G.2 Payment Office Address

Department of the Treasury
FLETC, Budget & Finance Division/Contract Payments
Building 93 (BFD)
Glynco, Georgia 31524

(See G.6, Invoicing)

G.3 Designation of Contracting Officer's Technical Representative

The Contracting Officer will designate the Contracting Officer's Technical Representative(s) (COTR) at the time of contract award. The COTR's are normally comprised of two people, a Project Manager and a Construction Representative, each having specific duties and responsibilities. The COTR's are responsible for monitoring the performance of work under this contract. In no event, however, will any matter deviating from the terms of this contract be effective or binding unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer for this contract should be informed as soon as possible of any actions or inactions by the Contractor or the Government which could change any of the terms, conditions, or completion time stated in the contract. On all matters pertaining to contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests effort outside the scope of the Contract, the Contractor should so advise the COTR. If there exists a disagreement as to contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without contractual coverage could result in nonpayment.

Set forth below are the COTR duties and responsibilities of the Project Manager and the Construction Representative.

A. Project Manager

1. Receives, reviews and approves/disapproves submittals for this contract.

2. Receives, reviews and recommends to the Contracting Officer approval/disapproval of the schedule of prices and performance schedule.
3. Performs acceptance for the technical performance of work under this contract, except final acceptance.
4. Receives and reviews Contractor progress payment requests and recommends payment or nonpayment to the Contracting Officer.
5. Prepares and submits to the Contracting Officer all documentation for proposed contract modifications.
6. Reviews and evaluates Contractor proposals and provides written recommendation to the Contracting Officer.
7. Assists and participates with the Contracting Officer in negotiations.
7. Signs routine correspondence to the Contractor regarding **TECHNICAL ISSUES**. Any disagreement between the Contractor and the Project Manager shall be forwarded to the Contracting Officer.
9. Assists in the interpretation of technical requirements.
10. Monitors the Contractor's performance and notifies the Contractor of deficiencies observed during surveillance. Records and reports to the Contracting Officer all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder performance in the future.
11. Maintains a COTR file. Provides this file to the Contracting Officer upon project completion (end of contract.)
12. Ensures Government Furnished Property, if applicable, is available in a timely manner.

B. Construction Representative

1. Maintains liaison and direct communications with the Contractor's on-site representatives on a daily basis.
2. Reviews Contractor's daily reports and coordinates work activities with the Project Manager on a daily basis.
3. Assists the Contracting Officer in efforts to insure Contractor services remain non-personal in nature, i.e., without direction from any Government employee.
4. Reviews payroll records. Forwards payroll records to the Contracting Officer, with any comments or recommendations, within 2 working days after receipt.
5. May assist Procurement Technician with labor interviews and provides completed forms

to the Contracting Officer. Promptly reports any problems and/or discrepancies to the Contracting Officer.

6. Makes payment recommendations to the Project Manager in the review of invoices.

7. Monitors the Contractor's performance and notifies the Contractor of deficiencies observed during surveillance. Records and reports to the Project Manager all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder performance.

8. Coordinates with Project Manager to insure Government furnished property, if applicable, is available when required.

9. Attend meetings as necessary.

COTR's **DO NOT** have authority to take any of the following actions:

1. Authorize the Contractor to proceed with any additional work outside the scope of this contract.
2. Make changes to contract provision or terms.
3. Terminate the contract in whole or in part.
4. Sign any contract modification or change order.

Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes".

G.4 Method of Payment

a. Payments under this contract will be made by wire transfer through the Treasury Financial Communications System, at the option of the Government.

b. The Contractor shall complete Payment Information Form at Attachment 1, Section J, and forward to the Department of the Treasury, Federal Law Enforcement Training Center, Financial Operations, Building 93, Glynco, Georgia 31524, not later than seven (7) days after receipt of Notice of Award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information is required to accomplish wire transfers:

(A) Name, Address, and telegraphic abbreviation of the receiving financial institution.

(B) Receiving financial institutions 9-digit American Banker Association (ABA) identifying number for routing transfer of funds.

(C) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(D) Type of Account: Checking or Savings

c. Any changes to the information furnished under paragraph (2) of this clause shall be furnished to the Federal Law Enforcement Training Center, Financial Operations, Building 93, Glynco, Georgia 31524, in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

d. The documents furnishing the information required in paragraphs (a) and (b) must be dated and contain the signature, title and telephone number of the Contractor's official authorized to provide it, as well as the Contractor's name and contract number.

G.5 Schedule of Prices

In accordance with Federal Acquisition Regulation 52.232-5, "Payments Under Fixed-Price Construction Contracts" furnish to the Government three (3) copies of the schedule of prices in the format of Attachment 2, Section J. Notwithstanding any other provision, the Schedule must be submitted and approved by the Contracting Officer prior to the submittal of Contractor's first payment request. The schedule shall be a detailed breakdown of all project costs including such items as performance schedules, quality control program, project clean-up, submittals, warranty, as-builts, superintendence, and overhead, as well as typical construction items pertinent to the project, such as bonds, mobilization and setup, site clearing, building components, sidewalks, lighting exhaust systems, heating and air conditioning, interior finishes, etc. The approved Schedule of Prices will be used in conjunction with each invoice as a basis in determining progress payments and retention amounts, if any.

G.6 Invoices

Invoices shall be submitted in original and four copies to:

Federal Law Enforcement Training Center
Facilities Management Division
ATTN: George Nies
Building 200
Glynco, Georgia 31524

and a copy shall also be forwarded to the assigned Contracting Officer to:

Federal Law Enforcement Training Center
Procurement Division
ATTN: Gail P. Ashurst

Building 93
Glynco, Georgia 31524

Invoices shall cite the contract number, quantity, price and total amount of invoice. The Contractor shall use the forms found in Section J, Attachment #3, Construction Contractor's Invoice, and Attachment #4, Payment Requisition, for all requests for payment. In accordance with FAR Clause 52.232-5 "Payments Under Fixed Price Construction Contracts", the Contractor shall furnish proper certification required by paragraph C on progress payments. A copy of the certification is on the reverse side of Attachment #3. The Contractor shall submit with the request for final payment, a Contractor's Release Statement, Section J, Attachment #5.

G.7 Payment To Contractor

a. The Provisions of the clause entitled "Payment Under Fixed-Price Construction Contracts" prescribed in FAR 52.232-5 are supplemented as follows:

(1) In the preparation of estimates, the Contracting Officer **may** authorize material delivered on the site and preparatory work done to be taken into consideration. If payment is requested for materials authorized by the Contracting Officer to be stored on-site, **proof of payment** of the stored materials is required. The proof of payment shall include the description of the materials, the price of the item(s), and the quantity of the materials stored. The Contractor shall remain responsible for such stored materials.

(2) Stored materials and/or supplies, approved by the Contracting Officer, will be paid at a rate of 90% of the "scheduled value" as listed on the schedule of prices and approved by the Contracting Officer.

(3) In accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. Once the construction progress reaches 85 percent completion, a 10 percent retention will be withheld from all subsequent invoices until all work has been completed, close-out documents have been provided, and all punch list items have been completed and accepted by the Government.

b. No payment request (invoice) will be processed by the Contracting Officer when the Contractor's payroll submittals and/or those of any subcontractor are not current. This means the Contracting Officer must have in hand payroll submittals for the prime Contractor and all subcontractors up through and including the week immediately prior to the date on the invoice. Any invoice received wherein the Contractor has not adhered to this policy will be promptly returned to the Contractor and will not be processed until payroll submittals are brought up to date by the Contractor. DOL Form WH-347, Payroll, is at Section J, Attachment #6.

G.8 Daily Report to Inspector

The Contractor's superintendent shall complete for each day and turn in daily, prior to 10:00 a.m. of the following day, Form FTC-FMD-42 (6/99), Section J, Attachment #7. If the Contractor requires the Subcontractor to submit reports or if the Subcontractor, on its own initiative, submits reports, daily or otherwise, regarding the status of the project, a copy of the Subcontractor's report shall be attached to the Daily Report submitted by the Contractor to the Government.

END OF SECTION G